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Attorneys for Debtors and Reorganized Debtors

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company
☒ Affects both Debtors

** All papers shall be filed in the Lead
Case, No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**DECLARATION OF JOSHUA S LEVENBERG IN
SUPPORT OF MOTION OF THE REORGANIZED
DEBTORS FOR ENTRY OF AN ORDER MODIFYING
PLAN INJUNCTION AND COMPELLING
ARBITRATION OF CLAIM OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

Hearing Date: March 2, 2022
Time: 10:00 a.m. (Pacific Time)
Place: **(Telephonic or Video Only)**
United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

**Objection Deadline:
February 16, 2022, 4:00 pm (PT)**

1 I, Joshua S Levenberg, pursuant to section 1746 of title 28 of the United States Code, hereby
2 declare under penalty of perjury that the following is true and correct to the best of my knowledge,
3 information, and belief:

4 1. I am employed as Chief Counsel, Gas and Electric Operations, in the Law Department of
5 Pacific Gas and Electric Company (the “**Utility**”), a wholly-owned subsidiary of PG&E Corporation
6 (“**PG&E Corp.**”) and together with Utility, the “**Reorganized Debtors**” in the above-captioned chapter
7 11 cases (the “**Chapter 11 Cases**”). I have been employed by the Utility since October 2007, and I have
8 been employed in this role since 2017. In my current role, I am responsible for, among other things,
9 representing the Utility in issues relating to its wholesale contracts and interconnection agreements with
10 third parties. I also regularly consult with my colleagues elsewhere in the Utility’s Law Department on
11 legal issues that cover a variety of other subject matter. I submit this Declaration in support of the *Motion*
12 *of the Reorganized Debtors for Entry of an Order Modifying Plan Injunction and Compelling Arbitration*
13 *of Claim of California Department of Water Resources* (the “**Motion**”),¹ filed contemporaneously
14 herewith.

15 2. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon
16 my personal knowledge, the knowledge of other personnel of the Reorganized Debtors working under
17 and alongside me on this matter, including my colleagues elsewhere in the Utility’s Law Department,
18 my discussions with PG&E’s professionals and various other advisors and counsel, and my review and
19 my colleagues’ review of relevant documents and information. If called upon to testify, I would testify
20 competently to the facts set forth in this Declaration. I am authorized to submit this declaration on behalf
21 of the Reorganized Debtors.

22 3. Attached as **Exhibit 1** is a true and correct copy of the *Agreement of Cotenancy in the*
23 *Castle Rock Junction-Lakeville 230-kV Transmission Line among Pacific Gas and Electric Company,*
24 *State of California Department of Water Resources, Northern California Power Agency and the City of*
25 *Santa Clara*, which is defined as the “**Cotenancy Agreement**” in the Motion.

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27 ¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in
28 the Motion.

1 4. Attached as **Exhibit 2** is a true and correct copy of the *Castle Rock – Lakeville 230 kV*
2 *Transmission Line Transmission Service Agreement Between Northern California Power Agency and*
3 *the City of Santa Clara and Department of Water Resources of the State of California*, which is defined
4 as the “**Transmission Service Agreement**” in the Motion.

5 5. Attached as **Exhibit 3** is a true and correct copy of the letter dated July 30, 2018, from
6 CDWR to PG&E, NCPA, and SVP, asserting CDWR’s desire to terminate its participation in the
7 Cotenancy Agreement, effective August 1, 2019.

8 6. Attached as **Exhibit 4** is a true and correct copy of CDWR’s Proof of Claim, Claim No.
9 78104.

10 7. Attached as **Exhibit 5** is a true and correct copy of the order issued by FERC dated
11 September 27, 2019, 168 FERC ¶ 61,200, Docket No. ER19-2496-000.

12 8. On January 14, 2022, PG&E, SVP, and NCPA submitted the dispute they have with
13 CDWR, concerning the Proof of Claim, CDWR’s purported termination of its participation in the
14 Cotenancy Agreement, and CDWR’s obligation to pay its proportionate share of estimated removal
15 costs, to the Coordinating Committee, as well as the related dispute among CDWR, SVP, and NCPA
16 arising out of the Transmission Service Agreement. That same day, the Coordinating Committee
17 determined that the dispute could not be settled pursuant to Section 13.1 of the Cotenancy Agreement.

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1 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and
2 correct to the best of my knowledge, information, and belief. Executed in Hillsborough, California, this
3 2nd day of February, 2022.

4 /s/ Joshua S Levenberg
5 Joshua S Levenberg
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